

Solicitation

Deepwater Horizon Oil Spill Claims Analysis

***Closing Date: June 17, 2010 8:00 AM**

Proposals (original and 2 copies) must be received by 8:00 a.m. on (June 16, 2010), by Ruth Johnson, Undersecretary, Department of Social Services, 627 North 4th Street, Baton Rouge, LA 70802

Department of Social Services

627 North 4th Street
Baton Rouge, LA 70802
<http://www.dss.louisiana.gov/>



and

The Louisiana Workforce Commission

June 2010

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**State of Louisiana
Department of Social Services
OFFICE OF THE SECRETARY**

Bobby Jindal
GOVERNOR

Kristy H. Nichols
Secretary

NOTICE TO PROPOSERS

The Louisiana Department of Social Services (DSS) hereby solicits proposals from qualified proposers to provide third party administration for independent analysis of British Petroleum (BP) claims processes, data analysis and contractors and subcontractors.

The funding available for these services is contingent upon availability for the time period of this emergency event.

Guidelines for proposals may be obtained by downloading the Solicitation for Proposals document from the DSS Website, @ <http://www.DSS.louisiana.gov/> (Select Service Providers, Request for Proposals.) Or you may contact Ruth Johnson, **Undersecretary, 627 North 4th Street, Baton Rouge, LA 70801 - Telephone (225) 342-005 ; Fax (225) 342-8636; E-mail: RUTH.JOHNSON@LA.GOV**

Completed proposals, including one original and 2 copies, must be physically in the possession of the **DSS, Attention: Ruth Johnson LA 70802 by 4:30 p.m. on (June 17, 2010)**. No proposal received after the specified date and time shall be considered. Any questions concerning the solicitation must be made in writing and may be submitted by mail, fax, or email to **RUTH.JOHNSON@LA.GOV** by June 9, 2010. All submitted questions will be responded to on the website at <http://www.DSS.louisiana.gov/> by June 10, 2010.

This announcement does not commit the Department of Social Services to award a contract or pay any costs incurred in the preparation of proposals. It is neither a contract nor an offer to contract, but rather a solicitation of proposals which, if accepted by the Department and approved in the manner required by law, may become the basis for a future contract. In the event of a conflict between any term or provision of the solicitation and a term or provision in any proposal submitted in response, this solicitation shall control. If a proposal alters or modifies any term or provision of this solicitation, such changes must be clearly delineated and expressly approved by the Department of Social Services in writing before a contract is issued. A failure to comply with the provisions of this part shall render any such variant term absolutely null.

The Department of Social Services reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this announcement. A contract shall be awarded, if at all, to the proposal(s) deemed by the Department in its sole discretion to be the most advantageous to the Department and its clients based on quality of service, cost effectiveness and other considered factors. Any contract is subject to the availability of funds. No contract is final or enforceable until approved by the Department of Social Services and the Division of Administration, Office of Contractual Review. Should any protest or appeals be filed at any point in the procurement process, all activities must cease until all issues are resolved.

Kristy H. Nichols, Secretary
Department of Social Services

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"AN EQUAL OPPORTUNITY EMPLOYER"

1.0 Overview of Services

This Solicitation contains guidelines for submitting a proposal to the Louisiana Department of Social Services, Office of the Secretary (DSS/OS) and the Louisiana Workforce Commission (LWC) for an emergency contract to implement a comprehensive review of the BP claims and its effect of social, human and workforce development services effecting Louisiana citizens and businesses. This analysis will be preformed on data supplied by BP and the state.

The successful Proposer will provide technical support/consulting to the state as it negotiates with BP over the information the state needs, review their claims processes both on the ground and on paper, and assist in the development of requests. If BP releases their claims database, the proposer will audit their claims and analyze the database on the state's behalf. This includes identifying issues with the processing of claims, identifying gaps in coverage (both from field surveys and what is found in the database), identifying work flow issues/ providing solutions to expedite claims and increase coverage.

Specific program activities are at the discretion of the proposer. However, the services proposed should follow a model which is generally acknowledged as a best practice. The proposer should also be able to demonstrate that they have experience providing this service in reviewing dynamic claims information covering a large geographical dispersion.

1.1 Background Information

1.1.1 BP Claims Process Guidelines

The following information relative to BP's claim processing can be found at <http://www.bp.com/sectiongenericarticle.do?categoryId=9033791&contentId=7062345>:

Individuals and business claimants may file a claim in one of two ways;

- Call the Deepwater Horizon response hotline number at 1-800-440-0858
- File a claim online at www.bp.com/claims

▶The form to file claims can be found at <http://www.bp.com/claims>

Claim Representatives will then take the following actions:

- Contact the claimant.
- Obtain and verify the your identity and collect a detailed description of the claim. In most cases, claims can be handled over the phone, with you providing documentation by mail, e-mail or fax. In some instances the Claim Representative will meet with you to obtain additional information and documentation.
- Inspect and photograph damaged property. A repair/replacement estimate may be prepared.
- For business interruption losses, Claims Representatives will determine the amount of time the business was not operational. They will request financial records including profit and loss statements and tax returns.

- If a claim is rejected, you will be notified in writing that no payment will be made, and the reason for that decision.

Interim Payments

- BP believes that it is appropriate to provide interim payments to claimants who are not receiving their ordinary income or profit while cleanup is underway. This allows for additional documents to be provided by the claimant and for the claim to be fully evaluated.
- Within 48 hours of receiving supporting documentation, the claim will be evaluated and you will be notified if an advance payment will be provided for your claim.
- The advance payment will be up to the equivalent of one month lost income, based on the documentation you have provided to support the claim. This advance is not based on actual income and may need to be adjusted for any secondary payment if the advance exceeds actual income. If a second payment is necessary, such payment will be based on actual loss of income and the documents provided. If the event continues beyond 1 month, claimants will continue to receive any future payments electronically.
- The check for the advance payment will be available at the nearest BP Claims Center, the location of which will be communicated to the you. Alternative arrangements can be made if this method of check delivery is not feasible.

1.1.2 State's Response

The State of Louisiana continues to work with BP to obtain access to the database of all claims received. Currently the state receives information on the claims process through Excel files. The state will provide this information to the successful proposer for analysis. The state continues to request access to ESIS, Inc.'s electronic database, should the database becomes available, the successful proposer will access the information contained in the database and perform its analysis. Additionally, the state will require that the successful proposer review the claims process at various BP sites, assist claimants in the completing claims, analyze data relative to contractors and subcontractors employed by BP.

1.2 Goals and Objectives

The goals of this contract are to:

- Ensure that the state is receiving up to date and accurate information regarding claims and the claims process
- Evaluation of whether Louisiana citizens and business' claims are processed in a timely manner
- Evaluation of the fairness of claims processed
- Quality Assurance of the claims process design

2.0 General Information

A single or multiple contracts may be issued by DSS and/or LWC to perform work in accordance with Attachment A – Scope of Work. DSS and LWC may issue separate contracts under this procurement effort,

2.1 Eligible Proposers

Those eligible to apply are public or quasi-public agencies, non-profit (meeting the requirements of non-profit status as determined by the IRS) and for-profit organizations.

Non-profits must be a 501(c) organization and must operate according to bylaws that define its operations and mission. Copies of the IRS determination of 501 (c) status and bylaws must be included in the proposal.

2.2 Determination of Responsibility (DOR)

In accordance with the Louisiana Administrative Code Title 34, Part V, §136, in order for the Office of the Secretary to make a determination of responsibility with respect to each proposer, the proposer must meet the following standards, **and ensure that any subcontractors meet the same standards**, as they relate to this procurement:

- A. Have adequate financial resources for performance, or have the ability to obtain such resources as required during performance;
- B. Have the necessary experience, organizations, technical qualifications, skills, and facilities, or have the ability to obtain them (including subcontractor arrangements); if a proposer intends to use a subcontractor to meet this requirement then the proposer should produce a letter from the probable subcontractor stating that they are willing to provide the required services contingent upon a contract award
- C. Be able to comply with the proposed or required time of delivery or performance schedule;
- D. Have a satisfactory record of integrity, judgment, performance and good standing with all State agencies. Contractors who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or evidence of compelling circumstance, be presumed to be unable to fulfill the requirement;
- E. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

Organizations which are barred from receiving state or federal funds may not participate in this solicitation, directly or indirectly, nor may a proposing organization utilize such ineligible organization in providing services under any contract awarded as a result of this solicitation.

2.3 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.4 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the solicitation Coordinator.

2.5 Subcontractors

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the solicitation or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this solicitation, which involves subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

If a proposer intends to subcontract portions of the work, the proposal should include specific designations of the tasks to be performed by the subcontractor. Copies of any agreements to be executed between the proposer and subcontractor(s) should be included in the proposal.

2.6 Proposal Material Ownership

All material submitted regarding and in response to this solicitation becomes the property of the State of Louisiana. Selection or rejection of a proposal does not affect this right.

2.7 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.8 Incurring Costs

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this solicitation are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.

2.9 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

2.10 Rejection of Proposals

Issuance of this solicitation in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement.

2.11 Contract Award, Negotiations, and Execution

The contract will be awarded to the proposer whose proposal accumulates the highest score as outlined in Section 5.0. Negotiations may begin with the announcement of the successful proposer. The successful proposer will be required to furnish the State an electronic version of their proposal.

The State reserves the right to request additional information and/or to negotiate certain clarifications with the proposer selected for this solicitation. The State also reserves the right to contract for all or a partial list of services offered in the proposal.

The solicitation and proposal of the selected proposer will become part of any contract initiated by the State. In no event shall a proposer submit its own standard contract terms and conditions as a response to this solicitation.

If the contract negotiation period exceeds 10 days or if the selected proposer fails to sign the final contract within three (3) business days of delivery, the State may elect to cancel the award and award the contract to the next highest ranked proposer.

2.12 Corporation Requirements

Prior to contract execution, the following requirements must be met:

- If the contractor is a corporation not incorporated under the laws of the State of Louisiana, then a certificate of authority pursuant to R. S. 12:301-302 must be

secured from the Louisiana Secretary of State and verification of such certificate must be made available to the Office of Contractual Review.

- If the contractor is a for-profit corporation whose stock is not publicly traded, a disclosure of ownership form must have been properly filed with the Louisiana Secretary of State and verification of such form must be made available to the Office of Contractual Review.

2.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are remedied by the Louisiana Board of Ethics.

2.14 Conflict of Interest

The proposer shall submit a written certification statement in their proposal that clear states that neither they nor any subcontractors working on their behalf have any direct conflict of interest as to the user agencies requesting their proposal, the proposals themselves and/or current contracts, agreements or work performed for and by BP, ESIS, Inc. and any of its subcontractors. If a direct conflict of interest is discovered subsequent to award, the contract shall immediately be null and void and the contractor shall be subject to penalties equal to twice the amount of the contract.

2.15 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which becomes available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. Contractor shall not be required to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

Additionally, under no circumstances is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Commissioner of Administration.

2.16 Disqualification

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel, and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. As described elsewhere in this

solicitation, each proposer will be required to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

2.17 Work Assignments

The State Contract Monitor will have discretion to request additional consultants or to reduce the number of consultants based on work load at any given time. The State Contract Monitor will make best efforts to provide at least 2 working days notice to the contractor for any changes in the staffing requirements.

2.18 Replacement or Dismissal of a Consultant

The Contractor shall replace or dismiss a consultant at the request of the State Contract Monitor due to non-performance or any other reasonable cause. Also, the Contractor shall not replace a project team member without the expressed written consent of the State Contract Monitor. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered without impacting the schedule.

2.19 Monitoring/Evaluation of Services

All contracts awarded through this Solicitation must grant to the State of Louisiana, through the Department of Social Services, the Office of the Legislative Auditor, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under the Contract. The contractor must cooperate with any monitoring/evaluation site visits or requests for information from the above-mentioned entities. All records shall be maintained for three years.

2.19.1 Monitoring Plan

The DSS Undersecretary will monitor the services provided by the contractor and the expenditure of funds under this contract. The DSS Contract Administrator will be primarily responsible for the day-to-day contact with the contractor and day-to-day monitoring of the contractor's performance.

The performance of the contractor will be monitored by:

- Reviewing system reports to ensure that all requirements are being met.
- Performing random file reviews of claims files analyzed by contractor.
- Performing periodic quality assurance reviews as well as reviewing contractor's quality assurance reviews.
- Performing internal audits, reviewing contractor initiated and independent audits.
- Reviewing service provider's reports to ensure information provided gives assurances needed by the state.
- Verifying monthly contractor invoices to determine if billing for work completed is accurate.

2.20 Funding/ Service Period of Contract

Funding for this contract is provided from grant funds available to the Department of Social Services for the period of this emergency event. Under no circumstances will the contractor be reimbursed in excess of the amount specified in the Contract. Services proposed should be performed unless excused in writing by the Department and any cost overruns are solely at the expense of the provider. The duration of this contract is expected to be for one year, with 2 options for renewal. However, if at any point the state determines that there is no longer a need for these services; the state will notify the contractor of its intent to cancel the contract within 30 days. The contractor will be reimbursed for actual work performed through the date of termination.

3.0 Scope of Services

Proposers should submit a narrative description of their proposed service.

This Solicitation contains guidelines for submitting a proposal to the Louisiana Department of Social Services, Office of the Secretary (DSS/OS) for an emergency contract to implement a comprehensive review of the BP claims and its effect of social, human and workforce development services effecting Louisiana citizens and businesses. This analysis will be preformed on data supplied by BP and the state.

Specific program activities are at the discretion of the proposer. However, the services proposed should follow a model which is generally acknowledged as a best practice. The proposer should also be able to demonstrate that they have experience providing this service in reviewing dynamic claims information covering a large geographical dispersion.

Additional Requirements

- In conjunction with other requirements outlined in this Solicitation, the following additional requirements are to be made a part of any proposal submitted. Proposers should include written policies as to how their organization will address privacy related issues.
- These policies should be aimed toward both personnel and the data content management. Proposers must have written policies regarding privacy protection. The policy should cover staff and security of data. The policy should reflect how state and BP records will be protected and used only to comply with the terms of the contract.

3.1 Proposer Resources

For the term of the contract, the proposer agrees to provide a Contract Account Director who is dedicated to the project 100%, and who will have the primary responsibility for interacting with the state's Contract Monitor on all contract and policy and procedure issues.

The proposer's Contract Account Director will be responsible for contract management activities which will occur continuously throughout the contract, and will include but are not limited to the following:

- Supervise day-to-day activities of the contractor personnel;
- Develop and maintain communication and involvement with key state management personnel, and agency officials;
- Resolve contract related issues concerning contractor performance;
- Make decisions on behalf of the contractor and effect changes that will be upheld by the contractor without incurring delays
- Review key deliverables prepared by contractor staff prior to submission to state Contract Monitor;
- Monitor turnaround times and accuracy rates;
- Participate in meetings with state personnel to report findings;
- All other duties as reasonably required to assure the successful completion of the contractor's responsibilities.

3.1.1 Key Personnel

In addition to the Contract Account Director, the proposer agrees to furnish full time, 100% dedicated Key Personnel for purposes of this Contract that possess the knowledge, skills, and abilities to successfully perform assigned tasks. To the extent possible the contractor shall employ local people impacted by the incident versus utilizing new staff.

3.1.2 Substitution of Key Personnel

Contractor's key personnel assigned to this contract may not be replaced or reassigned without the written consent of the state. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors outside of the Contractor's reasonable control, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

4.0 Outcomes and Performance Measures

The Narrative should identify what the proposer will do, i.e. the program goals and objectives as well as the expected outcomes and results.

The Narrative should identify the actual services that are to be provided, the relevant activities and anticipated outcomes and performance measures as specifically detailed in the proposal.

4.1 Performance Measures

The performance of the contract will be measured by DSS. The State Contract Administrator will review all project plans and work products of contractor and use the following criteria to measure the performance of the contractor:

- Availability, accuracy, and timeliness of contractor's staff to perform claims review services which meet the state's specified requirements.
- Adequate testing by the contractor of required interfaces between state and contractor systems to ensure accurate transfer of data.
- Accurate conversion of claims from BP's claims management system to the contractor's system for analysis.
- Comparison of service provider's reporting in the following areas to mutually agreed upon benchmarks, subject to change as mutually agreed upon by the state's and contractor:
 - Payout analysis;
 - Intake/closing ratios;
 - Trend analysis;
 - Denial ratio;
 - Claims processing flows;
 - Aging of claims.

4.2 Reporting Requirement

The selected Contracting Party will provide to the State written reports upon request, daily, monthly and quarterly as determined by the State to support the state's information management needs.

4.3 Key Deliverables

A. Implementation Deliverables

1. Project management status reports and meetings at a frequency determined by the State
2. Meetings and stewardship reviews with DSS at a frequency determined by the State
3. Approved Procedures and Plans:
 - Claims Analysis Procedures for factors
 - Financial Procedures and Reconciliations
4. Successful Interfaces between BP and state systems
5. Successful Data Conversion of Claims data
6. Successful analysis of open claims
 - All open claims data and forms review
 - Action plan for claims analysis
7. Reports - Approved reports in accordance with State Requirements

B. On-Going Deliverables

1. Provide effective claims review in a timely manner, according to agreed upon performance standards and state requirements.
2. Audit Results
3. Inspection reports
4. Appraisal reports
5. Investigative reports
6. Reports:
 - Pending Claims
 - Paid Claims
 - Claims Process Review
 - Contractor/Subcontractor Review
7. Training – ongoing statewide or agency specific programs and training sessions

C. Acceptance of Deliverables

Contract deliverables will be submitted, reviewed, and accepted if they have been performed in accordance with the applicable specifications for Proposer's work in the Statement of Work, the Solicitation, the Proposal, and/or as subsequently modified in state-approved documents developed within this Project.

5.0 Review Process

All proposals will be reviewed and evaluated by a committee consisting of Department of Social Services personnel and/or other qualified professionals. The committee will recommend for selection the proposal or proposals which most closely meet(s) the requirements of the Solicitation and the needs and expectations of the Department of Social Services.

Proposals will be evaluated on the thoroughness with which each aspect of the work plan as described. Preference will be given to proposals which:

- Provide documentation that the proposer has sufficient experience in this type of work
- Demonstrate that the proposer understands the complexity related to comprehensive analysis and reporting
- Show high value and efficient use of funds in program budget

The review committee will approve or decline proposals by consensus. Selection of proposals and the final decision on the level of funding for a program will be made by the Secretary of the Department of Social Services.

All proposals will become public record once the evaluations are completed and an award is made. Any technical data, financial information, overhead rates, or trade secrets protected from disclosure under Louisiana Revised Statutes 39:1490 and

Louisiana Administrative Code Title 34, Part V, § 130, and designated as such in the proposal, shall be kept confidential as required by law. Materials submitted with the proposals become the property of DSS and LWC. DSS and LWC have the right to use any or all ideas presented in any proposal. Selection or rejection of a proposal does not affect this right.

6.0 Billing Methods

The contractor will submit monthly billings based on the contract rates for each of the project roles. The monthly billings will be supported by time sheets and current written status reports describing the work completed and current status of work in progress. The contractor will not be compensated at a rate higher than the amounts stated in the contractor's response to the solicitation, nor for more than the total maximum amount allowed which will be set in the contract resulting from this solicitation.

Under normal circumstances, the State should remit payment to the contractor within thirty (30) days of approval of invoices. The State makes every effort to pay all valid or undisputed invoices in a timely manner. There may be times when invoices are disputed, or clarifications of charges are needed before payment can be made.

Travel expenses, if any, shall be reimbursed only in the event that this agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement.

Reimbursements under this agreement will be allowed only for expenditures occurring within the dates of the contract, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this agreement by the Office of Contractual Review.

The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress toward completion of contract services, goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified to the satisfaction of the agency reasons for the lack of progress.

6.1 Taxes

Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be Contracting Party's obligation and identify the Federal tax identification number.

Attachment 1 Statement of Work

The scope of this contract is to provide Claims process and data reviews as well as BP contractor and subcontractor review services for data received by the State of Louisiana. These services are to be delivered in accordance with the REQUIREMENTS below. All work must be compliant with applicable federal, state and local laws, codes and regulations.

The implementation dates are as follows:

Phase I: Claims Review Process by 6/18/10

Phase II: On-going Claims Reports by 6/18/10

Phase III: Review of Contractors and Subcontractors by 6/18/10

Phase IV: Claims Process Review by 7/1/10

Changes to the implementation schedule that do not affect costs may be mutually agreed upon without the necessity of a contract modification.

Requirements

1.0	General Requirements
1.01	It is required that the Contractor maintain availability to State staff. The cost of the office space must be borne by the Contractor.
1.02	Contractor's office must be open for business, at a minimum, on the days and during the core hours that the State's offices are open. The Contractor shall provide a toll free telephone number for claim assistance.
1.03	Contractor must provide continual telephone coverage, (24-hours-a-day, to include weekends and holidays), for the purpose of receiving incident requests for claims assistance. This may be accomplished by voice mail, an answering service, or other alternative.
1.04	Contractor must provide interoffice mail service to/from the Contractor's facility.
1.05	The Contractor will be responsible for maintaining records in accordance with DSS' record retention schedule and State Archives policy.
2.0	Transition Period and Transfer of Claims Data
2.01	Contractor must assume the responsibility for the reviewing claims data reported to the state under this contract.
2.02	The Contractor is expected to provide the materials and staffing to conduct initial marketing, promotion and statewide seminars for the start-up of the contract, and for the implementation of each of the deliverables.
2.03	Within 10 calendar days of implementation of this contract all pending claims must be assigned to contractor staff with claim reviews conducted and documented in the electronic format. The Contractor shall review, assess, and make a plan of action for reporting on each claim.
2.04	Upon termination, regardless of the reason for or type of termination, the Contractor shall transfer to the party designated by the State, at no cost, all data, records, computer files, other files, and materials of any sort that were maintained for the State. The Contractor shall cooperate with the State and any new Contractor during the transition of the contract to a new Contractor. Upon request by the State, the

	Contractor shall provide all State information maintained by the Contractor in a time frame approved by the State Contract Monitor. Information provided via tape or other electronic transfer shall be in a format approved by the State Contract Monitor and shall include, but not be limited to file layouts and legends. The Contractor shall provide such explanation of the information provided as to facilitate a smooth transition.
3.0	Staffing
3.01	The Contractor shall assure that there is adequate staffing to support all claims review, contractor/subcontractor analysis and claims completion assistance and support services required by the State. It is expected that the Contractor will assure that caseloads for recurring and litigated claims will be consistent with industry standards as described in various industry publications.
3.02	Staff or other representatives of the Contractor who fail to conduct themselves in a manner deemed appropriate by the State shall be removed from the State account. Customer satisfaction surveys shall be conducted by the Contractor and the State and will be used to evaluate the Contractor's representatives. The Contractor Account Director and Contract Administrator will establish specific evaluation criteria.
4.0	Training and Education
4.01	The Contractor shall provide training for DSS and LWC employees prior to implementation of each deliverable. At a minimum, training and documentation to be provided shall include policies and procedures, how to use the automated system(s), and how to create reports.
4.02	The Contractor shall develop and provide on-going statewide or agency specific programs and training sessions regarding reporting procedures, claim processing reviews, statutory and regulatory requirements, return to work, and other topics as needed.
4.03	As required, the Contractor's staff shall conduct training sessions as assigned by the State.
4.04	The State reserves the right to pre-approve training topics for all training to be provided by the Contractor.
5.0	Claims Management – All Lines
5.01	The Contractor shall provide a secure electronic method or methods for agencies and claimants to report incidents and claims. Claim complaints may also be received by mail, fax, e-mail, and telephone. Contractor must have procedures to handle all types of submittals.
5.02	New claims and incidents shall be reviewed by a contractor staff with analysis of claim files created within 2 business day of receipt.
5.03	The Contractor shall establish initial diaries on a set schedule appropriate for the files reviewed.
5.04	The Contractor shall review all claims received and follow each to conclusion in accordance with applicable statutes, rules and regulations, state reporting requirements or other instructions.
5.05	According to the coverage afforded the Oil Protection Act (OPA), Contractor will record, investigate, appraise, and, where appropriate, make all necessary claim and ancillary reviews. All claims must be reviewed and evaluated promptly and in a professional manner, with emphasis on customer privacy protections and service.
5.06	The Contractor shall conduct a thorough investigation of each reported claim, which

	may include but is not necessarily limited to photographs, diagrams, police reports, statements from involved parties, statements from others, including all witnesses to determine the State's liability, etc. Initial statements and/or inspections shall be completed within three (30) business days of receipt of the claim. When deemed necessary, the Contractor shall arrange for ancillary services required. The State will reimburse the Contractor for the costs of the ancillary services in accordance with the contract.
5.07	Contractor must conduct continuous audits of claim files. Open claims must be reviewed by at regular intervals as indicated by type and severity of claims. Documentation of the review must include comments in the electronic activity notes on reserve adequacy, verification of financial activity, and recommendations for future handling of the claim. At time of closure, all claims must be reviewed for appropriateness of action. Documentation of the review must include comments in the electronic activity notes to confirm the validity of closure and claim coding, and to reconcile financial activity to insure appropriateness of payments. Audit results are to be provided when requested.
5.08	Contractor must establish a proactive system of fraud detection and deterrence for all claims, through the use of a fraud checklist or other measures.
5.09	Contractor is required to be available to meet with and cooperate as needed with the State's staff to discuss the results of all analyses.
5.10	Immediate notification by telephone must be made to the DSS Contract Monitor in all cases involving catastrophic injuries or damages.
5.11	Contractor will participate as required in Unified Command, DSS and LWC meetings.
5.12	Denial of Claims The state shall be notified immediately of all claims denied by BP, the reason for the denial and the Contractors assessment of the validity of the denial.
6.0	Reporting Requirements
6.01	Contractor shall provide a reporting tool and access to data which will allow DSS/LWC and other State agencies to produce reports as needed.
6.02	In cases where DSS/LWC is unable to produce a necessary report due to system limitations, Contractor shall provide a pre-defined report for that purpose.
6.03	The Contractor shall furnish standard requested report types. The final list of required regular reports will be provided to the Contractor by the State Contract Monitor during implementation of the contract.
6.04	Reports - Claims
6.04.01	Claims reports - Summary and detail level reports of claims data will be required. Users must be able to select and sort by data fields as provided by BP
6.04.02	Financial reports – Summary and detail level reports of financial data will be required. Users must be able to report on the amount of pending and paid claims by multiple data fields.
6.04.03	Transaction reports – Summary and detail level reports of amounts paid will be required. Users must be able to select and sort by data fields provided by BP.
6.04.04	Diary reports – Summary and detail level reports of claim diary data will be required. These reports include delinquent diary reports and reports of claims with no activity in a specified period. Users must be able to select and sort data by adjuster, diary dates (including future diary dates), etc.
6.04.05	Comparison reports – Summary and detail level reports which allow comparison of claims information between agencies must be provided.

6.04.06	Trending Analysis reports – Summary and detail level reports which support analysis of claims, contractor and subcontractor must be provided. Users must be able to select and sort by data fields as provided by BP.
6.04.07	The ability to produce charts and graphs from report data should be provided.
6.06	Reports - Statistics
6.06.01	Daily, Weekly and Monthly Report which includes claims, contractor and subcontractor information
6.07	Reports - Accounting Reports
6.07.01	Daily Check Register – list of all checks issued
6.07.02	Void Register- list of all checks voided
6.07.03	Check Register Summary report balanced to daily check register
6.07.04	Void Register Summary report – balanced to daily void check report
6.07.05	Contractor/subcontractor check register reports –check register sorted by contractor/subcontractor
7.0	Audit Requirements
7.02	Contractor will be required to submit reports to the State on an annual basis.
7.03	Contractor will be required to submit an annual financial audit report.
7.04	The State requires the Contractor's cooperation with any audits performed by the State, including annual audits by the Legislative Auditor, Division of Administration Internal Auditors, or any other audits performed on behalf of the State, DSS or LWC.
8.0	Other Provisions
8.01	Penalties
8.01.01	The Contractor is responsible for any penalty or other fee assessed to the State which is the result of the Contractor's failure to perform any obligation under this contract. This includes, but is not limited to failure to perform, interest, and attorney fees and any erroneous reporting that are not an obligation of the State. Upon request by the State, the Contractor shall also defend State against claims for such penalties and fees. The State shall reduce the amount of monthly payment to the Contractor for any penalties or overpayments paid from State funds.
8.01.02	Expenses attributed to errors made by the Contractor in assisting claimant of reviewing claims will be borne by the Contractor.

**Solicitation Checklist
Deepwater Horizon Oil Spill
Claims Analysis**

Hand deliver or mail to be received by (June 17, 2010, 8:00 a.m.), to:

***Department of Social Services
Office of the Secretary
Attention: Ruth Johnson
627 N. 4th Street
Baton Rouge LA 70802***

***NO FAXED COPIES WILL BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL***

<p>CHECKLIST OF REQUIRED SECTIONS Without the following, Your proposal may not be considered for award.</p>
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PLEASE INCLUDE CHECK LIST WITH YOUR PROPOSAL THAT INDICATES
YOU HAVE INCLUDED ALL ELEMENTS

- ☐ Original and 2 copies (including completed set of attachments)

**PROPOSERS MUST ASSEMBLE THE PROPOSALS IN THE FOLLOWING
ORDER:**

- ☐ Signed Cover Page (See attached form)
- ☐ Table of Contents (Proposals should be page numbered)
- ☐ Narrative Description of Services
- ☐ Resumes of Key staff
- ☐ Cost Proposal
- ☐ Performance Objectives
- ☐ Signed Board Resolution for State Contract Providers (see sample resolution)
- ☐ Copy of most recent audit (If your organization is not required to submit an audit, or your agency has not performed an audit, please submit an explanation to this effect.)
- ☐ Good Standing Certificate from LA Secretary of State
- ☐ Financial statement of the latest 12 month period (Financial statement should be clearly labeled and cover the latest annual fiscal year of the proposer)
- ☐ IRS 501 © status documentation and Bylaws (non-profit entities only)
- ☐ Disclosure of Ownership (for-profit entities)
Two references and contact information
Copy of privacy policy

Proposal Cover Page

Name of Applicant Organization
Federal ID Number

Service(s) Proposed

Applicant's Mailing Address:

City

State

Zip

Name of Program Director

Telephone No.

Fax No.

Email address

TYPE OF AGENCY <input type="checkbox"/> Public Non-Profit Community-Based Organization <input type="checkbox"/> Private Non-Profit Community-Based Organization <input type="checkbox"/> Public Agency <input type="checkbox"/> Other _____	COST BASIS: 	TOTAL FUNDS REQUESTED: \$_____

CERTIFICATION

I (We) hereby certify that _____ on behalf of _____
is fully authorized, by _____ (Name of Individual) _____ (Entity Submitting Proposal)
law or by corporate resolution (attached) to submit the following Proposal, that the information contained
herein is true and accurate to the best of my (our) knowledge and belief; and that I (we) am (are) fully
authorized to submit said proposal on behalf of said entity.

Official Authorized to Submit Proposal
Date

Title

HAND DELIVER PROPOSAL TO:

Department of Social Services
Office of the Secretary
Office of the Undersecretary
627 North 4th Street
Baton Rouge LA 70802

OR

MAIL PROPOSAL TO:

Department of Social Services
Office of the Secretary
Office of the Undersecretary
P. O. Box 94065
Baton Rouge, LA 70804-9065

BOARD RESOLUTION FOR STATE CONTRACT PROVIDERS

State of Louisiana

Parish of _____

On the _____ day of _____, 20_____, at a meeting of the Board of

Directors of _____, with a quorum of the directors

Present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation does hereby authorize _____ (name and title) and his/her successor in office to negotiate terms and conditions that he/she may deem advisable, contract(s) with the Louisiana Department of Social Services, and to bind this organization to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, and/or review said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of the meeting of the Board of Directors of _____,

held on the _____ day of _____, 20_____.

Secretary

Date